



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH COUNCIL
AND
GLOBAL MEDIA SOUTH, LLC**

This Agreement is made and entered into on this 27th day of February, 2018 **St. John the Baptist Parish Council**, (hereinafter referred to as "**Parish**"), represented by (Natalie Robottom), **Parish President**, in accordance with the duly passed motion of the St. John the Baptist Parish Council, attached hereto, and **Global Media South, LLC**, 113 Gail Dr., LaPlace, LA 70068, represented by (Brian Armstrong) in accordance with the certificate of authority and/or corporate resolution attached hereto, hereinafter referred to as ("**Contractor**") do hereby enter into this "**Agreement**" under the following terms and conditions.

TERM OF AGREEMENT

This **Agreement** shall begin on the date referenced herein and terminate **three (3) years** thereafter. This **Agreement** may be renewed for two (2) years, in one (1) year increments by mutual written concurrence of both parties, subject to approval by St. John the Baptist Parish Council.

AMENDMENT

This agreement may be amended by written consent, executed by both parties and subject to approval of the St. John the Baptist Parish Council.

SCOPE OF SERVICES

The "Services" to be performed by the **Contractor** for the **Parish** under this **Agreement** are set out in **Exhibit A: Scope of Work**, incorporated herein by reference.

PAYMENT TERMS

In consideration of the services described in **Exhibit B: Pricing Schedule**, the **Parish** hereby agrees to provide compensation to the **Contractor** in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule**. All payments must be approved by AND deliverables, invoices, etc. submitted to the **Director of Communications**, hereinafter called the "**Director**".

MONITORING PLAN

This **Agreement** shall be administered and monitored by the **Director** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Scope of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc.

TAXES

The **Contractor** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **Contractor's** obligation. **Contractor** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **Parish** may terminate this **Agreement** for cause based upon the failure of the **Contractor** to comply with the terms and/or conditions of this **Agreement**, provided that **Parish** shall give the **Contractor** written notice specifying the **Contractor's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

TERMINATION FOR CONVENIENCE

Parish may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **Contractor** of its intent to terminate this **Agreement**. The **Contractor** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

INSURANCE

The **Contractor** shall meet or exceed the **Parish's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to **Contractor** by the **Parish** shall remain the property of the **Parish**, and shall be returned by **Contractor** to the **Parish**, at **Contractor's** expense, at termination or expiration of this **Agreement**. Copies of all records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **Contractor** in connection with the performance of the services in which **Agreement** fees have been paid for herein shall become the property of the **Parish**, and shall, upon request, be returned by **Contractor** to the **Parish**, at **Contractor's** expense, at termination or expiration of this **Agreement**.

NON-ASSIGNABILITY

Contractor shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of the **Parish** subject to approval by St John the Baptist Parish Council. This provision shall not be construed to prohibit the **Contractor** from assigning its bank, trust company, or other financial institution any money due or to become due from approved **Agreements** without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the **Parish**.

INDEMNITY

To the fullest extent permitted by law, **Contractor** shall indemnify and hold harmless the **Parish** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **Contractor**.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

FISCAL FUNDING

The continuation of this **Agreement** is contingent upon the appropriation of funds to fulfill the requirements of this **Agreement** by the **Parish** or any other state or federal funding source. If the **Parish** fails to appropriate sufficient monies to provide for the continuation of this **Agreement**, or if such appropriation is reduced by the veto of the Parish President or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this **Agreement**, this **Agreement** shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to Parish:	If to Contractor:
ATTN: Natalie Robottom Parish President St. John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Brian Armstrong Owner, Global Media South, LLC 113 Gail Drive LaPlace, Louisiana 70068

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, **Contractor** must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes. **Contractor** must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, **Contractor’s** misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), **Contractor** must certify that neither he, nor anyone acting on behalf of the **Contractor**, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this **Agreement**, other than persons regularly employed by **Contractor**. **Contractor** further affirms

that no part of the **Agreement** price was paid or will be paid to any person, firm, association, or other organization for soliciting this **Agreement**, other than payment to person regularly employed by **Contractor** in the regular course of their employment duties for **Contractor**.

Contractor further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, **Contractor** must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under an **Agreement** with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the “E-Verify” program. **Contractor** must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

DISCRIMINATION CLAUSE

The **Contractor** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **Contractor** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The **Contractor** agrees not to discriminate in its employment practices, and will render services under this **Agreement** without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

SIGNATURES ON FOLLOWING PAGE

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written above.

WITNESS:

PARISH:

ST. JOHN THE BAPTIST PARISH


SIGNATURE

Laverne Toombs
PRINT NAME

WITNESS:


SIGNATURE

Deanna Schexnayder
PRINT NAME

By: 
Natalie Robottom
Parish President

Contractor:
Global Media South, LLC
Brian Armstrong

By: 
SIGNATURE
OWNER

Brian Armstrong
PRINT NAME

Exhibit A:
Scope of Work

1. Produce a minimum of 24 Parish Council meetings and any specially called Council meetings at the **Parish's** request. Recorded meetings/events may need format design, editing, lighting, audio levels, design sets, and camera operations.
2. Produce live broadcasts of all 24 Council meetings that take place in LaPlace and Edgard, any specially called Council meetings and recordings of live broadcasts and playbacks each year.
3. Upload and schedule videos to replay on the Parish Government Access Channels (Comcast, RTC, AT&T U-verse).
4. Coordinate proper file conversions for broadcast systems, computer systems and web based systems.
5. Provide copies of all meetings filmed to the **Parish** and Council.
6. Provide equipment as needed to broadcast live and record meetings of sufficient quality to clearly and adequately record proceedings in digital format.
7. Perform video equipment engineering, equipment networking, and system installation.
8. Manage assigned video/cable related projects.
9. Provide DVD's as requested in response to Public Records Requests and legally specified deadlines. Such DVD's shall be billed directly to the author of the request.
10. All regular scheduled Council meetings are scheduled for 6:30 p.m.; however, each Council meeting is preceded by the Finance meeting which begins at 5:45 p.m. depending on the length of the agenda. Set up equipment in advance to allow recording to begin at least 10 minutes before the scheduled meeting.
11. Must be able to control two PTZ cameras with the Camera Controller. Must be able to pan, tilt, and zoom cameras effectively. Must be able utilize preset functionality of the system and switch between each camera shot via the preview monitor. Must be proficient in all aspects and functions of the production switcher.
12. Must be able to adjust audio settings as needed during meetings to maintain quality audio feed out of the system.
13. Must be able to upload content provided by the Parish to the media recorder/server and update scheduled CATV program as required. Must be proficient in all aspects and functions of the media server/recorder.
14. Must be able to switch between live productions and scheduled media server content as required.
15. Must be able to confirm audio and video signal output from both the live production system and media server to 3 cable providers (Comcast, RTC & AT&T U-verse).

Exhibit B:
Pricing Schedule

Base Proposal

Regularly Scheduled Council Meetings

- 24 meetings (3 hrs.) @ \$1,110.00 per meeting \$26,640.00/yr.
(Includes uploading to website & Government
Access and travel to Edgard)
- Downloading 24 meetings to DVDs @ \$150.00 per meeting \$ 3,600.00/yr.

Total: \$1,260.00 per meeting \$30,240.00/yr.

Supplemental Services

Regular Meetings – each additional hour	\$260.00/hr.
Special Meetings	\$370.00/hr.
Special Events/Ceremonies/Announcements	\$370.00/hr.
Additional Services	\$260.00/hr.

**NOTE: The lump sum is three (3) hours, therefore anything after three (3) hours is hourly rate.
Invoices will be submitted within ten (10) days following each council meeting.**

Exhibit C:
Insurance Requirements

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where **Contractor** may perform the work hereunder, with such carriers as shall be acceptable to the **Parish**:

A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **Contractor** in connection with this **Agreement**.

The limits for "A" above shall be not less than:

- 1) Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- 2) Some agreements may require USL&H or maritime coverage. This should be verified with Insurance Dept. /Legal Dept.
- 3) WAIVER OF SUBROGATION in favor of the **Parish** shall be included on certificate.
- 4) No excluded classes of personnel or employees shall be allowed on **Parish's** premises.

B) Commercial General Liability, including:

- 1) Contractual liability assumed by this **Agreement**
- 2) **Parish's** and **Contractor's** Protective Liability (if **Contractor** is a General **Contractor**)
- 3) Personal and advertising liability
- 4) Completed operations
- 5) Medical payments

The limits for "B" above shall not be less than:

- 1) \$1,000,000 each occurrence limit
- 2) \$2,000,000 general aggregate limit other than products — completed operations
- 3) \$1,000,000 personal and advertising injury limit
- 4) \$1,000,000 products/completed operations aggregate limit
- 5) \$50,000 fire damage limit
- 6) \$5,000 medical expense limit (desirable but not mandatory)
- 7) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
- 8) The **Parish** will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of the **Parish** shall be included on the certificate.
- 9) Some **Agreements** may require Protection and Indemnity coverage. This should be verified with Insurance Dept. /Legal Dept.

C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **Contractor**.

The limits for "C" above shall not be less than:

- 1) \$1,000,000 CSL
- 2) The **Parish** will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of the **Parish** shall be included on the certificate.

D) Professional Liability Insurance covering the Wrongful Acts of those professional firms and individuals

performing services for the **Parish**. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Architects & Engineers, Architects, Land Surveyors, Attorneys, and IT.

The limits for "D" above shall not be less than:

- 1) \$1,000,000.00
- 2) WAIVER OF SUBROGATION in favor of the **Parish** shall be included on the certificate.

OTHER SPECIFIC COVERAGES RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

CERTIFICATES

Prior to starting the work, the **Contractor** shall deliver to the Director of Purchasing & Procurement, 1801 West Airline Highway, LaPlace, LA 70068 certificates evidencing that the insurance required is in effect. Such certificates shall provide that the Insurer shall give the **Parish** thirty (30) days written notice of any material change in or cancellation of such insurance.

LICENSE REQUIREMENTS

A current St. John the Baptist Parish Occupational License is to be maintained by **Contractor** during the duration of this **Agreement**. Yearly, a copy of such license shall be provided to the Director of Purchasing and Procurement.

W-9 Form is to be furnished prior to work being issued.



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

February 28th, 2018

Division A

Larry Sorapuru, Jr.
502 Hwy. 18 River Road
Edgard, LA 70049
Cell 504-218-9049

Division B

Jaclyn S. Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-652-1702

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

District I

Kurt Becnel
5605 Hwy. 18 River Road
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, February 27th, 2018.

District II

Julia Remondet
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-330-7739

“Councilman Perrilloux moved and Councilman Becnel seconded the motion to grant administration authorization to award the contract for Videography Services to Global Media South, LLC of LaPlace. The motion passed with 7 yeas and 2 abstaining (Hotard & Wright).”

District III

Lennix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 27th day of February, 2018.

District IV

Marvin Perrilloux
2108 Golfview
LaPlace, LA 70068
Cell 985-379-6168

District V

Michael P. Wright
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

February 28th, 2018,

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

District VI

Larry Snyder
1936 Cambridge Drive
LaPlace, LA 70068
Cell 985-379-6061

District VII

Raj Pannu
2169 Augusta Drive
LaPlace, LA 70068
Cell 504-417-3282